

ORIGINAL

BOROUGH COUNCIL
BOROUGH OF MEDFORD LAKES
NEW JERSEY

NO. 46-92

RESOLUTION

SUBJECT: Authorizing Execution of Collective Bargaining
Agreement 1991 - 1992

WHEREAS, The Borough Council and the Medford
Lakes Police Officers Association have
reached an agreement regarding the
1991-1992 Collective Bargaining
Agreement;

THEREFORE, BE IT RESOLVED by the BOROUGH COUNCIL of the
Borough of Medford Lakes, New Jersey, that the Mayor and Clerk
are hereby authorized to enter into a Collective Bargaining
Agreement, as attached hereto, covering the years 1991 and
1992;

The Solicitor is authorized to advise PERC of same,
and to discontinue arbitration proceedings.

Vote on Adoption:

YEAS: *Keating Wasson*

NAYS *None*

Introduced by:

.....
MICHAEL KEATING

.....
JOHN P. GAITENS

Adopted: March 26, 1992

.....
DAVID WASSON

[Signature]
.....
PAUL THOMAS, JR.
Borough Clerk

CONTRACT
MLPOA
&
MEDFORD
LAKES
BOROUGH
1991/1992

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AGREEMENT

THIS AGREEMENT, made and entered into at the Borough of Medford Lakes, County of Burlington, New Jersey, this day of , 1992, by and between the Borough of Medford Lakes, hereinafter referred to as "Borough", and the Medford Lakes Police Officers Association, hereinafter referred to as the "MLPOA".

ARTICLE I: LEGAL REFERENCE.

A. Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution, Administrative Code, or Police Department Rules and Regulations upon the Borough Official or in any way abridge or reduce such authority, all such authority being reserved and retained solely and exclusively by the Borough.

B. Nothing contained herein shall be construed to alter any rights or obligations of any member of the MLPOA as he or she may have under any other applicable Laws and Regulations.

ARTICLE II: RECOGNITION

A. The Borough hereby recognizes the Medford Lakes Police Officers Negotiating Committee, hereinafter referred to as the "MLPOANC" as the exclusive representative of the MLPOA for the purpose of collective negotiations with respect to terms and conditions of employment, and it is acknowledged that this agreement is the product of negotiations between the Borough and MLPOANC.

B. Representatives of the MLPOA shall be permitted time

off to attend negotiating sessions, provided the efficiency of the Department is not affected hereby, which such determination shall rest solely with the Chief of Police.

C. The parties hereby agree that neither shall interfere with any rights conferred under P.L. 1968 c. 303, of any police officer employed by the Borough, and that they shall not discourage or deprive any police officer of such rights.

ARTICLE III: MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, and following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;

2. To hire all employees subject to the provisions of applicable law; to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to applicable law.

B. The exercise of the foregoing powers, rights,

authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE IV: SALARIES

A. The salaries of all members of the MLPQA covered by this Agreement are set forth in the following Schedule which shall become effective upon passage of an appropriated salary ordinance and necessary governmental approvals:

	<u>1991</u>	<u>1992</u>
Lieutenant	\$39499.12	\$41869.07
Sergeant First	35203.72	37315.94
Sergeant Second	34234.00	36288.04
Corporal	33004.80	34985.09
Patrolman First (A)	32096.49	34022.28
Patrolman First (B)	29739.74	31524.12
Patrolman Second	27509.24	29159.79
Patrolman Third	25952.15	27509.28
Patrolman Fourth	22953.61	24330.83

Payment of salary shall be made weekly, on Fridays. Overtime shall be paid bi-weekly on Fridays. The effective date shall be when the Borough computerizes the payroll system.

B. Overtime shall be paid at the rate of one and one-

half times the employee's regular straight-time rate for all hours worked in excess of eighty-four (84) hours in a two week period, where such additional time was due to the officers being held over beyond his regularly scheduled shift to perform additional work, to his being called in to perform additional shift work, and for his work in performing extra shifts, except as provided below.

C.(1) If a member of the MLPDA is called in for extra duty, as opposed to being held over on an existing shift, he or she will be guaranteed the following minimum hours of pay at a rate of time and one-half, provided the officer is available to handle calls and perform assigned duties during such time:

1991-----4 hours

1992-----4 hours

(2) In the event that an officer is not on active shift duty, and is called to extra duty, he or she is entitled to an additional guaranteed two hours, at time and one half.

(3) If a member of the MLPDA is scheduled for Municipal Court in a municipality other than the Borough of Medford Lakes or County Court State Court, Federal Court or Grand Jury, and he appears, he shall be paid at one and one-half times his or her regular salary for appearance. If a member of the MLPDA is scheduled for Medford Lakes Borough Municipal Court, on other than a time when he is on active shift duty, he is to be guaranteed a minimum of two (2) hours

pay at a time and one half salary; if under such circumstances he or she is actually called for extra duty, payment shall be made as set forth in paragraph C(2).

D. Officers, when not on duty, are not required to wear their duty uniform to Court, but must be dressed in presentable attire.

ARTICLE V: BREAKS

It is recognized between the parties that members shall receive a break time of two (2) hours per 12 hour shift.

ARTICLE VI: PAGERS

A.(1) It is recognized by the parties that the use of pagers is a service provided by police officers. It is recognized by the Borough of Medford Lakes that this is a subject of the policy making function of the Borough of Medford Lakes, as herein expressed. All members agree to carry pagers while off duty and in the area.

(2) No member shall be responsible for accidental loss or damage.

(3) No member shall receive disciplinary action, resulting from not remaining in pager range, or answering a page, unless same occurs more than three (3) times in a calendar year.

(4) Each member agrees to call either Central Communications or Headquarters, as soon as possible after receiving a page.

(5) If a member is required to carry a pager and remain on call for any reason, he or she will be paid for

four (4) hours, at the overtime rate for every 24 hour period, while "on call". "ON CALL", shall be defined as a period of time when a member is designated by the Chief of Police or Lieutenant to remain in the area and to carry a pager and be readily available to report for duty, within a reasonable amount of time.

(6) The MLPOA currently pays for Pagenet service to members of the MLPOA. Effective January 1, 1991, the Borough will be responsible, and therefore pay for this expenditure.

ARTICLE VII: LONGEVITY

A. Longevity pay for continuous extended service shall be determined on the basis of the applicable Borough ordinance or ordinances, and shall be payable in one lump sum on or before November 1, the year when the longevity rates become applicable to the particular employee, and on or before November 1, each year thereafter.

Longevity pay shall be made at a rate of one hundred dollars (\$100.00) per year of service with the Borough of Medford Lakes, with initial payment to be made beginning after the second year of such service, provided that the maximum amount on longevity pay for any given officer shall not exceed seven percent (7%) of his or her then current salary.

ARTICLE VIII: MLPOA DUES

At the written request of any member of the MLPOA, the Borough shall deduct an amount equal to that member's dues to the MLPOA from his or her salary and make payment thereof to

the authorized representative at the MLPOA. The Borough shall continue to so deduct until authorized in writing by the member to do otherwise.

ARTICLE IX: SHIFT DIFFERENTIAL

(1) Effective January 1, 1990, all members of the MLPOA shall receive shift work compensation, as compensation for working on shifts.

(2) Shift work compensation shall be paid as a bonus in a lump sum, paid in the last pay period of November of each year. In the event a member terminates employment before November, payment shall be pro rated, and paid upon termination.

(3) The amount of the shift work compensation shall be 1% of the member's yearly base salary.

ARTICLE X: VACATION, HOLIDAYS, AND PERSONAL DAYS

A. Vacations shall be in the amount of of sixty (60) duty hours, after the first six (6) months of service, providing the member is performing in a satisfactory manner; one hundred twenty (120) duty hours after the first full year of service, one hundred eighty (180) duty hours after the fifth full year of service, two hundred forty (240) duty hours after the tenth full year of service and three hundred (300) duty hours after the fifteenth full year of service. Vacations shall be used as earned and not carried over from year to year.

If it is not possible for the administration to award these hours off during the specified period, the hours will

either be automatically carried over or the member shall be compensated at a straight time rate for the excess hours, such decision to be made by the Borough.

B. In lieu of specified holidays and personal days, each member shall be entitled to twelve (12) hours per month of holiday/personal day compensatory time off during 1991 and 1992. Such compensatory time off shall be used quarterly and not carried over from calendar quarter to calendar quarter. During 1991 and 1992, each member shall additionally be entitled to twelve (12) additional hours of holiday/personal day compensatory time off to be taken at any time during the contract year. In the event that other Borough employees are granted time off that is in excess of the time provided herein, the holiday time off granted to MLPOA members shall be at least equal to same. If the time off granted to other Borough employees is less than the time off set forth herein for the MLPOA, the time off for the MLPOA shall not accordingly decrease, but rather shall remain as herein set forth.

If it is not possible for the administration to award these hours off during the specified period, they will either be automatically carried over, or the member shall be compensated at a straight-time rate for the excess hours, which such decision shall be made by the Borough.

ARTICLE XI: LEAVES OF ABSENCE

A. FUNERAL LEAVE

1. Funeral leave of absence shall be granted to each

member of the MLPDA where there is a death in the member's immediate family or where a relative residing in such member's household shall die. Funeral leave of absence also shall be granted upon the death of the member's mother, father, son, daughter, brother or sister residing elsewhere.

2. For the deaths of any of these persons set forth in paragraph (a) above, there shall be a leave of three (3) days immediately following the date of death.

3. Funeral leave of absence shall be granted for a period of one (1) day upon the death of a member's grandfather, grandmother or in-laws. Consideration may be given for out-of-state burials.

4. If further time is necessary, the member may request such time from the Chief of Police.

B. MILITARY LEAVE

1. Members of the MLPDA who are members of or who become members of the National Guard or of the reserve units of the military forces of the United States or their reserve units who are required to undergo field training therein, shall be entitled to a leave of absence for the period of such field training to a maximum of two (2) weeks for each field training session, and shall receive pay therefor representing the difference between the member's salary hereunder and the amount that the member receives for such field training from the National Guard or reserve units of military forces. Any member called into extended service with the armed forces of the United States shall be placed

upon leave of absence without pay for the period of his service.

2. At the option of a member of the MLPOA, he or she may, if called upon extended military service, use any earned and unused vacation leave of absence before initiating the leave of absence without pay as set forth in the preceding paragraph.

C. SICK LEAVE

Each member of the MLPOA shall be entitled to as many sick days as necessary not to exceed 365 calendar days from the date of illness.

The Borough retains the right to request that any member, after being off for three (3) working days, provide a doctor's note describing the illness, and a release to return to work. The Borough may elect to have a member examined by a physician of its own choice, as directed by Manager and Chief. In such event, if the Borough's physician determines that the member is able to work, sick leave shall not be permitted.

ARTICLE XII: MISCELLANEDUS

A. HEALTH BENEFITS

The Borough presently maintains for the members of the MLPOA and their dependants New Jersey Blue Cross/Blue Shield for basic comprehensive, major medical and Rider J coverage. The Borough provides the New Jersey Health Care Plan benefits. Presently, members deciding to use the New Jersey Health Care Plan benefits, are obligated to pay the

difference between the cost of those benefits and the cost of the Blue Cross/Blue Shield, if the cost of the Health Care Plan benefits exceed that of the Blue Cross/Blue Shield benefits. The MLPOA shall receive a Dental and Prescription plan equal to the present Plans currently maintained.

B. UNIFORM MAINTENANCE ALLOWANCE

All members of the MLPOA covered under this Agreement shall receive fifty five dollars (\$55.00) per month as a uniform maintenance allowance for the years 1991 and also for the year 1992. This allowance is to be paid with the last pay check of each month.

C. PERSONNEL FILES

Each officer shall have the right to inspect his or her personnel file upon giving reasonable times, provided the Chief of Police is present at the time of the inspection, and provided further that the written notice shall be given at least five (5) days prior to the date of inspection.

D. EVALUATIONS

Any member who receives what he or she believes to be an unfair or unjust evaluation shall have the right to appeal. The steps for appeal are as outlined.

1. A member shall notify the Lieutenant of Police in writing within a reasonable time of receiving what he or she believes to be an unjust evaluation. The Lieutenant shall then bring the matter to the attention of the Chief of Police. The member shall set forth in detail his or her reasons for objecting to the evaluation. The Chief of Police shall

review and render a decision in writing to the member, within ten (10) working days, as to whether he agrees or disagrees with the evaluation.

2. Upon a member receiving a decision from the Chief of Police, he or she shall notify the Chief of Police within five (5) working days if he or she disagrees with the Chief's decision, and wishes to appeal to the Manager. The Chief of Police shall promptly forward all correspondence and written material, including the original evaluation, to the Borough Manager, who shall investigate the matter. The Manager shall retain the right to interview and question any member regarding the member's evaluation.

3. The Manager shall render a decision within thirty (30) days upon receipt of the appeal. The Manager's decision shall be based upon the written material presented to him or her, which shall be final. A copy of his decision shall be given to both the member and the Chief of Police.

E. If a member of the MLPDA is required by the Chief of Police to attend meetings, training sessions, or firearms qualification outside of his or her regularly scheduled hours of duty, he or she shall be compensated at a straight hourly rate, or at such rate as may be applicable by law.

ARTICLE XIII: GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by any individual officer and/or group of officers based upon a claimed violation, misinterpretation or improper application of this negotiated

Agreement.

2. The term "grievance" and the procedure related thereto shall not be deemed applicable to the following instance:

(a) All things that are by law beyond the scope of the Borough's authority or are limited to the Borough alone.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting members of the unit. Both parties agree that these proceedings will be kept a informal and confidential as may be appropriate at any level of the procedure.

C. Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance to discuss the matter informally with an appropriate superior, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

D. It is understood that the member officers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Borough and Department until such grievance and any effect hereof shall have been fully determined.

E. Procedure

1. TIME LIMITS: The number of days indicated at each level hereinafter shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement of the parties. Failure to meet any of the time limits for the filing, processing or appealing of a grievance by the grievant or Association shall constitute an abandonment of the grievance.

A grievance, to be considered under this procedure, must be initiated by the Employee within thirty (30) calendar days of its initial occurrence.

2. LEVEL ONE: Grievance to Chief of Police:

A unit member with a grievance as defined hereunder shall present such grievance, in writing, directly or through the Association, to the Chief of Police for decision. The written grievance shall specify:

- a. The nature of the grievance;
- b. The nature and extent of the injury, loss or inconvenience;
- c. The results of previous discussions; and
- d. The employee's dissatisfaction with decisions previously rendered.

3. LEVEL TWO: Appeal to Borough Manager:

If the aggrieved employee is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered by the Chief of Police within fourteen (14) calendar days after the grievance was delivered to the Chief

of Police, the aggrieved may, within seven (7) days from a decision by the Chief of Police or within twenty-one (21) calendar days after the grievance was delivered to the Chief of Police, whichever is sooner, submit the grievance to the Borough Manager of the Borough of Medford Lakes.

4. LEVEL THREE: APPEAL TO BOROUGH COUNCIL:

If the aggrieved employee is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered by the Borough Manager within fourteen (14) calendar days after presentation thereof to the Borough Manager, the aggrieved may, within seven (7) calendar days from the decision by the Borough Manager, or within twenty-one (21) days after the grievance was delivered to the Borough Manager, whichever is sooner, submit the grievance to the Borough Council of the Borough of Medford Lakes. The Borough Council shall review and consider the submitted grievance and issue a decision within thirty (30) calendar days after receipt of the grievance.

The decision of the Borough Council shall be final and binding for all grievances except:

(a) Those from which there is an established appeals procedure through an appropriate governmental agency or court;

(b) Those which concern themselves with the application of violation of the terms and conditions of employment as specified in writing in this Agreement.

5. LEVEL FOUR: ARBITRATION: If the aggrieved is

dissatisfied with the decision of the Borough Council, and if the grievance pertains to a violation of the terms and conditions of employment as specified in this Agreement between the Borough Council and the MLPDA, the employee or Association may request the appointment of an arbitrator, such request to be made known to the Borough Manager no later than ten (10) calendar days after the decision of the Borough Council, said request to be made in writing.

The Borough Association or employee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, the parties may submit a request for a list of arbitrators from the State of New Jersey Public Employment Relations commission.

To the extent that the arbitrator's decision is in accordance with the provisions of this section, it shall be final and binding upon all parties. Said arbitration shall be conducted under the rules of the American Arbitration Association.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Borough of Medford Lakes. Only the Borough, the Association and the aggrieved shall be given copies of the arbitrator's opinion and award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

The Borough Association or employee shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in the Article.

No grievance involving back pay shall be retroactive for more than thirty (30) days beyond the date on which the grievance was initially presented in writing.

The costs for the services of the arbitrator, including the per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Borough Association and employee. Any other expenses shall be paid by the party incurring the same.

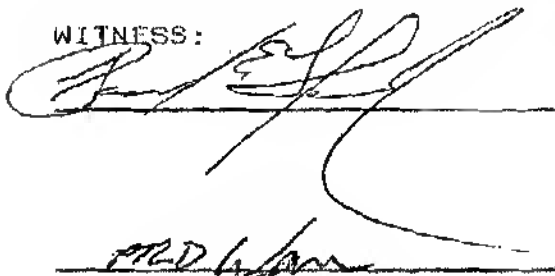
This document constitutes the sole and complete agreement between the parties with respect to the terms and conditions which are set forth herein.

If any of the provisions of this Agreement, or any application of this Agreement, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

This agreement shall be effective from January 1, 1991 for a two (2) year period of time terminating on December 31, 1992.


IN WITNESS THEREOF, the parties hereto have, by their authorized representatives, signed and sealed this Agreement

WITNESS:



BOROUGH OF MEDFORD LAKES

BY:


MEDFORD LAKES POLICE OFFICERS
ASSOCIATION

BY:



Appendix A

	<u>1991</u>	<u>1992</u>
Ptl. 4th Trained	\$22953.61	\$24330.83
Ptl. 4th Untrained	21000.00 to 22953.61	21000.00 to 24330.83

It is recognized by the Borough that a Patrolman 4th Trained police officer is one that has completed a Police Training Commission recognized Basic Police Officer's Training course. A starting Patrolman with out this training will start at the Patrolman 4th. Untrained rank and will remain at that rank until either he or she has completed Basic Police Officer's Training or up to a maximum of one (1) year from the officer's date of hire without the Basic Police Officer's Training course, which ever occurs first. Upon completion of the Basic Police Officer's Training, or one (1) year after the date of hire, the officer will be moved to the Patrolman 4th Trained rank and will receive the above salary for that rank.